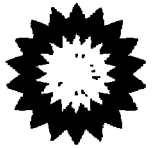


bp

RECORDATION NO. 16514-5 FILED

FEB 10 '11 -3 30 PM



Kent Zigterman

Sr Attorney
BP Legal

SURFACE TRANSPORTATION BOARD

BP America Inc
4101 Winfield Road
Mail Code 5 West
Warrenville, IL 60555
Direct (630)-821-2352
Fax (630)-821-3396
kent.zigterman@bp.com

VIA FEDERAL EXPRESS

February 9, 2011

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20024



Re: **Document for Recordation –**
Amendment Agreement No. 5 dated as of December 28, 2010

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment Agreement No. 5 dated as of December 28, 2010, ("Amendment Agreement"), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The primary document, to which the enclosed Amendment Agreement relates is the Lease of Railroad Equipment, dated as of August 1, 1989, and associated documents previously filed with the Board under Recordation Number 16514.

The names and address of the parties to the enclosed Amendment Agreement are:

Lessor: U.S. Bank National Association.
(successor to The Connecticut National Bank)
425 Walnut Street
Cincinnati, Ohio 45202

Lessee: BP Amoco Chemical Company
(formerly named Amoco Chemical Company)
501 Westlake Park Boulevard
Houston, Texas 77079

A short summary of the document to appear in the index is: Amendment Agreement No. 5.

A description of the railroad equipment covered by the Amendment Agreement: 38 - 38,000 gallon tank cars listed in the document identified in Schedule A-1 and 128 - 5,250 cubic foot covered hopper cars identified in Schedule A-2, both Schedules of which are attached to and a part of the Amendment Agreement.

A billing account has been opened by BP Amoco Chemical Company to cover the required recordation fee of \$41.00. Attached is a copy of the Billing Account Application for your records.

Kindly return one stamped copy of the Partial Lease Termination to me at the above address.

Sincerely,

Kent Zigterman

FEB 10 '11 -3 30 PM

EXECUTION COPY

~~SUBJECT MATTER INFORMATION~~ AMENDMENT AGREEMENT No. 5 ("Amendment") dated as of December 28, 2010 among BP AMOCO CHEMICAL COMPANY, a Delaware corporation ("Lessee"), and U.S. BANK NATIONAL ASSOCIATION (successor to The Connecticut National Bank), not individually but solely in its capacity as trustee ("Trustee").

WHEREAS reference is made to the Participation Agreement among the parties hereto and other parties named therein dated as of August 1, 1989 ("Participation Agreement");

WHEREAS capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1989 (as amended by Amendment Agreement Nos. 1- 4 described below, "Lease");

WHEREAS the Lease was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 13, 1989, at 2:30 p.m., recordation number 16514-A, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 14, 1989, at 11:25 a.m.;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 1 dated as of September 22, 1989, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 27, 1989, at 4:10 p.m., recordation number 16514-C, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 28, 1989, at 2:02 p.m.;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 2 dated as of December 1, 1989, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 14, 1989, at 2:25 p.m., recordation number 16514-D, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 15, 1989, at 3:55 p.m.;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 3 dated as of June 15, 1990, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 29, 1990, at 3:10 p.m., recordation number 16514-E and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on July 3, 1990 at 3:25 p.m.;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 4 dated as of November 1, 1990, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 4, 1990, at 12:00 p.m., recordation number 16514-F and deposited in the Office of the Registrar General of

Canada pursuant to Section 86 of the Railway Act of Canada on December 5, 1990 at 1:58 p.m.;

WHEREAS the Lessee desires to exercise the renewal option under Section 13.01 of the Lease with respect to the Series C Units (as defined in the Lease) described in Schedules A-1 and A-2 hereto (the "Cars") on the terms set forth herein;

WHEREAS the Lessee has notified the Owner that pursuant to Section 5.01 of the Lease, the markings on the Cars listed in Schedule A-2 were changed effective as of 6/14/2007, from the old markings to the current markings shown in such Schedule;

WHEREAS the Owner has authorized and instructed the Trustee to execute and deliver this Amendment as evidenced by its instruction attached hereto;

WHEREAS the Lessee hereby represents that it is not in default under the Lease;

NOW THEREFORE, the parties hereto agree as follows:

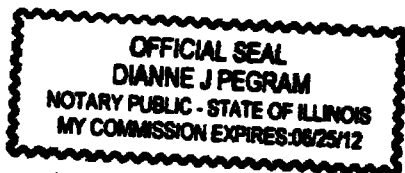
1. Notwithstanding the provisions of Section 13.01 of the Lease (including without limitation the requirement of 180 days written notice, the limitation to 50% or more of all Units of a particular Type within the Series A, Series B or Series C Units, and the limitation to an extension for one additional one-year period), commencing on January 2, 2011 (the "Renewal Date"), the term of the Lease shall be extended for a period of (i) three (3) years in the case of the Cars listed in Schedule A-1, at a monthly rent of \$540 per Car, payable semi-annually in arrears and (ii) seven (7) years in the case of the Cars listed in Schedule A-2, at a monthly rent of \$285 per Car, payable semi-annually in arrears.
2. Commencing on the Renewal Date, the "Casualty Value" of each Car during its respective extension period above shall be the settlement value computed pursuant to Rule 107 of the Association of American Railroads (or such successor method for determining the settlement value for damaged or destroyed cars as prescribed by the Association of American Railroads or successor organization).
3. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.
4. The terms of this Amendment and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and Section 86 of the Railway Act of Canada and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment shall be filed, recorded or deposited or in which any unit of

Equipment shall be located, and such rights, if any, arising out of the marking of Equipment.

5. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.
6. The Lessee will promptly cause this Amendment to be filed with the Interstate Commerce Commission and deposited with the Registrar General of Canada in accordance with the provisions of Section 15.01 of the Lease.
7. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.
8. Lessee will promptly pay all reasonable fees and expenses of the Trustee incurred in connection with the negotiation, execution and delivery hereof (including all reasonable fees and disbursements of counsel), promptly following its receipt of invoices for same.
9. The parties hereto each acknowledge and agree that the Trustee is entering into this Agreement solely in its capacity as trustee under the Trust Agreement and not in its individual capacity, and that U.S. Bank National Association shall not be liable or accountable under any circumstances whatsoever in its individual capacity for or on account of any statements, representations, warranties, covenants or obligations stated to be those of the Trustee, except for its own gross negligence or willful misconduct and as otherwise expressly provided in the Documents.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

BP AMOCO CHEMICAL COMPANY



Dianne J. Pegram
12/30/2010

By *[Signature]*
Name: *Gregory A. Foster*
Title: *VP*

Executed on December 28, 2010

U.S. BANK NATIONAL ASSOCIATION
(successor to the Connecticut National Bank),
not individually but solely as Trustee

By *M Y Dufresne*
Name: Maryanne Y. Dufresne
Title: Vice President

Executed on December 28, 2010

SCHEDULE A-1

38 - 33,600 gallon tank cars with the following car numbers:

Count	Car Type	Marking	Number	19	G	TIMX	33419
				20	G	TIMX	33420
1	G	TIMX	33400	21	G	TIMX	33421
2	G	TIMX	33401	22	G	TIMX	33422
3	G	TIMX	33402	23	G	TIMX	33423
4	G	TIMX	33403	24	G	TIMX	33424
5	G	TIMX	33404	25	G	TIMX	33425
6	G	TIMX	33405	26	G	TIMX	33426
7	G	TIMX	33406	27	G	TIMX	33427
8	G	TIMX	33407	28	G	TIMX	33428
9	G	TIMX	33408	29	G	TIMX	33430
10	G	TIMX	33409	30	G	TIMX	33431
11	G	TIMX	33410	31	G	TIMX	33432
12	G	TIMX	33411	32	G	TIMX	33433
13	G	TIMX	33412	33	G	TIMX	33434
14	G	TIMX	33413	34	G	TIMX	33435
15	G	TIMX	33415	35	G	TIMX	33436
16	G	TIMX	33416	36	G	TIMX	33437
17	G	TIMX	33417	37	G	TIMX	33438
18	G	TIMX	33418	38	G	TIMX	33439

SCHEDULE A-2

128 - 5,250 cubic foot covered hopper cars with the following car numbers:

Count	Car Type	Old Marking	New Marking	Number					
					44	E	AMCX	BPRX	106081
					45	E	AMCX	BPRX	106082
1	E	AMCX	BPRX	106041	46	E	AMCX	BPRX	106083
2	E	AMCX	BPRX	106068	47	E	AMCX	BPRX	106084
3	E	AMCX	BPRX	106123	48	E	AMCX	BPRX	106085
4	E	AMCX	BPRX	106143	49	E	AMCX	BPRX	106086
5	E	AMCX	BPRX	106169	50	E	AMCX	BPRX	106087
6	E	AMCX	BPRX	106190	51	E	AMCX	BPRX	106088
7	E	AMCX	BPRX	106040	52	E	AMCX	BPRX	106089
8	E	AMCX	BPRX	106042	53	E	AMCX	BPRX	106090
9	E	AMCX	BPRX	106043	54	E	AMCX	BPRX	106091
10	E	AMCX	BPRX	106044	55	E	AMCX	BPRX	106092
11	E	AMCX	BPRX	106045	56	E	AMCX	BPRX	106093
12	E	AMCX	BPRX	106046	57	E	AMCX	BPRX	106094
13	E	AMCX	BPRX	106047	58	E	AMCX	BPRX	106095
14	E	AMCX	BPRX	106048	59	E	AMCX	BPRX	106096
15	E	AMCX	BPRX	106049	60	E	AMCX	BPRX	106097
16	E	AMCX	BPRX	106050	61	E	AMCX	BPRX	106098
17	E	AMCX	BPRX	106051	62	E	AMCX	BPRX	106099
18	E	AMCX	BPRX	106052	63	E	AMCX	BPRX	106100
19	E	AMCX	BPRX	106053	64	E	AMCX	BPRX	106101
20	E	AMCX	BPRX	106054	65	E	AMCX	BPRX	106102
21	E	AMCX	BPRX	106055	66	E	AMCX	BPRX	106103
22	E	AMCX	BPRX	106057	67	E	AMCX	BPRX	106104
23	E	AMCX	BPRX	106058	68	E	AMCX	BPRX	106105
24	E	AMCX	BPRX	106059	69	E	AMCX	BPRX	106106
25	E	AMCX	BPRX	106060	70	E	AMCX	BPRX	106107
26	E	AMCX	BPRX	106061	71	E	AMCX	BPRX	106108
27	E	AMCX	BPRX	106062	72	E	AMCX	BPRX	106109
28	E	AMCX	BPRX	106063	73	E	AMCX	BPRX	106110
29	E	AMCX	BPRX	106065	74	E	AMCX	BPRX	106119
30	E	AMCX	BPRX	106066	75	E	AMCX	BPRX	106120
31	E	AMCX	BPRX	106067	76	E	AMCX	BPRX	106121
32	E	AMCX	BPRX	106069	77	E	AMCX	BPRX	106124
33	E	AMCX	BPRX	106070	78	E	AMCX	BPRX	106125
34	E	AMCX	BPRX	106071	79	E	AMCX	BPRX	106126
35	E	AMCX	BPRX	106072	80	E	AMCX	BPRX	106127
36	E	AMCX	BPRX	106073	81	E	AMCX	BPRX	106128
37	E	AMCX	BPRX	106074	82	E	AMCX	BPRX	106130
38	E	AMCX	BPRX	106075	83	E	AMCX	BPRX	106138
39	E	AMCX	BPRX	106076	84	E	AMCX	BPRX	106141
40	E	AMCX	BPRX	106077	85	E	AMCX	BPRX	106142
41	E	AMCX	BPRX	106078	86	E	AMCX	BPRX	106144
42	E	AMCX	BPRX	106079	87	E	AMCX	BPRX	106147
43	E	AMCX	BPRX	106080	88	E	AMCX	BPRX	106151

89	E	AMCX	BPRX	106153
90	E	AMCX	BPRX	106154
91	E	AMCX	BPRX	106157
92	E	AMCX	BPRX	106158
93	E	AMCX	BPRX	106159
94	E	AMCX	BPRX	106160
95	E	AMCX	BPRX	106161
96	E	AMCX	BPRX	106162
97	E	AMCX	BPRX	106163
98	E	AMCX	BPRX	106164
99	E	AMCX	BPRX	106165
100	E	AMCX	BPRX	106166
101	E	AMCX	BPRX	106167
102	E	AMCX	BPRX	106168
103	E	AMCX	BPRX	106170
104	E	AMCX	BPRX	106171
105	E	AMCX	BPRX	106173
106	E	AMCX	BPRX	106174
107	E	AMCX	BPRX	106175
108	E	AMCX	BPRX	106176
109	E	AMCX	BPRX	106177
110	E	AMCX	BPRX	106178
111	E	AMCX	BPRX	106179
112	E	AMCX	BPRX	106180
113	E	AMCX	BPRX	106181
114	E	AMCX	BPRX	106182
115	E	AMCX	BPRX	106183
116	E	AMCX	BPRX	106184
117	E	AMCX	BPRX	106185
118	E	AMCX	BPRX	106186
119	E	AMCX	BPRX	106187
120	E	AMCX	BPRX	106188
121	E	AMCX	BPRX	106189
122	E	AMCX	BPRX	106193
123	E	AMCX	BPRX	106194
124	E	AMCX	BPRX	106195
125	E	AMCX	BPRX	106196
126	E	AMCX	BPRX	106197
127	E	AMCX	BPRX	106198
128	E	AMCX	BPRX	106199

c/o JPMorgan Capital Corporation
10 South Dearborn Street
Mail Code, IL1-0502
Chicago, IL 60603-2003
Tel (312) 732-8100
Fax (312) 732-2569

First Chicago Leasing Corporation

INSTRUCTION OF OWNER TO TRUSTEE

U.S. Bank National Association
225 Asylum Street, 23rd Floor
Hartford, CT 06103

Attention of Corporate Trust Services Group

Dear Sirs:

Reference is made to a Trust Agreement dated as of August 1, 1989, between the undersigned and you, as trustee ("Trustee Agreement"). We instruct you to enter into the Amendment Agreement No. 5 dated as of December 28, 2010, in the form to which this instruction is attached.

Very truly yours,

First Chicago Lease Corporation,

By Man Y. Mantien
Title: Vice President